

bypass, the installation of cogeneration, self-generation or otherwise, in each case without the consent of the Company; provided, however, that the Customer may (i) in the case of incidental pieces of equipment, use alternative energy supplies which are more economical or efficient to the operation of such incidental pieces of equipment, (ii) adopt energy conservation measures to reduce energy consumption, and (iii) install and test emergency back-up systems and use such systems during and to the extent of any interruption of electric supply from the Company; provided further that, in each of the cases described in the foregoing clauses (i), (ii) and (iii), the installation and use of any such equipment shall be permitted under all applicable federal, state and local regulations (including but not limited to regulations of the Federal Energy Regulatory Commission and the Illinois Commerce Commission).

1.2 Contract Term. Electric service under this Contract will commence on or about the first business day ("Effective Date") after this Contract has been approved by the Illinois Commerce Commission. In no event shall service hereunder commence until this Contract has been approved by the Illinois Commerce Commission. Electric service under this Contract shall expire on the earliest of (i) the date this Contract is terminated pursuant to the provisions of Section 2, or (ii) the December 31 following the 5th anniversary of the Effective Date; provided that, unless this Contract has been previously terminated, this Contract shall, upon the expiration of the initial or any renewal term of this Contract, automatically be renewed for a period of twelve months unless either the Company or the Customer notify the other of the termination of this Contract at least thirty days in advance of the termination date.

1.3 Charges and Terms. (a) Except as expressly modified by the provisions specified below in Section 1.3(b), the Customer will receive and pay for electric service under (i) this Contract, (ii) Rate 6 or 6L, as applicable, (iii) Rider 32, (iv) Riders No. 6 (attached as Exhibit B), 7 (attached as Exhibit C), 16, 20, 23, 25 (if it is applicable to an individual Premises), 28 and 31, (v) Terms and Conditions, and (vi) any other applicable rates, riders or tariffs, in each case as the items in clauses (i) - (vi) are on file with the Illinois Commerce Commission from time to time and as the same may be added, deleted, modified or amended from time to time. All federal, state, regulatory and municipal taxes are applicable to all purchases by the Customer from the Company, including without limitation, energy charges, demand charges, customer charges and rentals. The Customer shall pay all such taxes. The Customer agrees to abide by and perform its obligations under the items in clauses (i) - (vi).

(b) (i) The Customer shall pay for electric service at each of the individual Premises under the above rates and riders as modified below:

For each year during the term of this Contract, the Customer shall receive an annual credit of \$35 per kW for the kilowatts of the Customer's Member's Share of the CEEC Demand Reduction (as defined in Rider 32). Such credit shall be computed in the manner, and paid or credited at the times, set forth in Rider 32. Notwithstanding the foregoing, (a) the annual credit for 1997 shall be an amount equal to the product of the credit which otherwise would be applicable times a fraction the numerator of which is the number of times the Customer is subject to curtailment under this Contract during the Curtailment Season (as defined in Rider 32) in such year and the denominator of which is the number of Curtailments under this Contract during the Curtailment Season in such year, and

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(b) no annual credit shall be made for the year in which this Contract is terminated, if such termination occurs prior to or during a Curtailment Season.

(ii) Notwithstanding the provisions of the section of Rider 32 entitled "Service Facilities," (A) the Company shall be required to furnish, own and maintain notification equipment at only two of the individual Premises (which shall be designated by the Customer), (B) the Company shall provide Notices of Curtailment only to such two Premises and need not provide Notices of Curtailment to any other location, (C) the Customer shall have the sole and complete responsibility to furnish any such Notices of Curtailment to all of the other individual Premises, (D) the Company shall not be required to furnish load monitoring equipment at any of the Premises, and (E) this Contract shall be available to individual Premises served under Rate 6 or 6L.

(iii) Using the monitoring/notification equipment, the Company will, if practicable, provide to the Customer notice of each Curtailment in advance of the one hour notice of Curtailment provided for in Rider 32.

1.4 Facilities. Schedule 1 is hereby incorporated into, and made a part of, this Contract.

1.5 Rider 32. (a) All references to Rider 32 in this Contract shall refer to Rider 32 - Curtailable Service Cooperative as it may be amended from time to time.

(b) The Customer's Target Service Level During Curtailment (as defined in Rider 32) shall be 0 kW.

2. Termination. (a) This Contract may be terminated in its entirety upon written notice either (i) by the Customer as provided in Section 4(b), or (ii) by the Company or the Customer as provided in the second paragraph of the section of Rider 32 entitled "Contract Period," or (iii) by the Company if the aggregate load available for curtailment (as set forth on Exhibit A) for all the individual Premises which are then subject to this Contract at any time becomes less than 5,300 kilowatts, or (iv) by the Company if the Customer procures or purchases energy for use at any of the individual Premises from a source or supplier other than the Company or if the Customer breaches Section 1.1(a) or (d), or (v) by a party if the other party fails to make any payment of any amount when due and such failure continues uncured for 30 days after written notice thereof, or (vi) by a party if the other party fails to perform any other material obligation hereunder and such failure continues (without reasonable effort to effect a cure in any failure to perform (other than a failure of payment)) for a period of thirty (30) days after the other party receives written notice of such failure.

(b) In the event of a termination of this Contract in its entirety (i) the parties' respective obligations under this Contract shall terminate (other than those obligations which expressly are to be performed after termination), and (ii) the Customer shall pay the amounts described in Section 2(c).

(c) (i) In the event of a termination of this Contract due to either (i) a breach of this Contract by the Customer, or (ii) a notice given by the Customer pursuant to the second paragraph of the section of Rider 32 entitled "Contract Period," or (iii) a termination pursuant to Section 2(a)(iv), then the Customer shall pay

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to the Company an amount equal to the sum of (A) the repayment amount described in the section of Rider 32 entitled "Contract Period," plus (B) all amounts then due under this Contract for all periods prior to termination.

(ii) In the event of a termination of this Contract for any other reason other than those described in Section 2(c)(i), the Customer shall pay to the Company an amount equal to all amounts then due under this Contract for all periods prior to termination.

(iii) The Customer shall pay the amounts due pursuant to subsections (i) or (ii) within thirty (30) days of the Company's billing date for such charges plus interest thereon from the date of termination until the date paid. Interest shall be calculated at a rate per annum equal to the prime rate of the First National Bank of Chicago or its successor from time to time plus 1%.

(iv) Except for any damages which may be incurred by the Company due to a breach of Section 3, the amounts payable under this Section 2 shall constitute the only amounts due upon the termination of this Contract by either party, and no party shall be required to pay any amounts upon termination in excess of the amounts specified in this Section 2.

3. Confidentiality.

(a) The parties agree that the parties' proposals and negotiations prior to this Contract, and the actual charges billed to the Customer under this Contract, constitute the Confidential Business Information of both parties. The Customer and the Company each agree to hold such Confidential Business Information wholly confidential. Such Confidential Business Information may only be used by the parties for purposes related to the approval, administration or enforcement of this Contract and for no other purpose.

(b) Each party agrees not to disclose Confidential Business Information to any other person, and not to disclose or discuss the existence of this Contract or the terms thereof with the media or in any public forum, in each case without the prior written consent of the other party, provided that either party may disclose Confidential Business Information, or the existence of this Contract or the terms of this Contract, if such disclosure is required by law or pursuant to an order of a court or regulatory agency or in order to enforce this Contract or to seek approval of this Contract; and provided further that either party may disclose Confidential Business Information to its directors, officers, agents and consultants if such persons agree to abide by the requirements of this Section 3, but the disclosing party shall be responsible for any breach of such requirements by such individuals. In the event a party is required by law or by a court or regulatory agency to disclose Confidential Business Information, such party shall to the extent possible notify the other at least three business days in advance of such disclosure.

(c) Each party agrees that violation of the terms of this Section 3 constitutes irreparable harm to the other, and that the harmed party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief. The provisions of this Section 3 shall survive the termination of this Contract.

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4. **Force Majeure.** (a) Any delays in or failure of performance by the Customer or the Company under this Contract, other than payment of money according to the terms hereof, shall not constitute default under this Contract if and to the extent such delays or failures of performance are caused by occurrences beyond the control of the Customer or the Company, as the case may be (herein, a "force majeure"), including, but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accident, riots, or strikes or other concerted acts of workers, equipment failure or major maintenance outage, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of the Customer or the Company, respectively, and which by the exercise of reasonable diligence, the Customer or the Company are unable to prevent.

(b) If the Company is unable to perform hereunder in accordance with the terms hereof for a period (the "Period of Inability") in excess of ninety (90) consecutive days (beginning no sooner than the Effective Date) because of any act or omission of any governmental authority, and such inability is material and adversely affects the Customer, the Customer may terminate this Contract after notice to the Company given no later than 120 days after the Period of Inability begins. The notice shall specify a billing period ending no sooner than thirty (30) days nor later than one hundred eighty (180) days after such notice is given and at the end of which the termination will become effective. The Company will use its best efforts to support this Contract in any proceeding or other inquiry before or by any governmental authority, and the Customer will provide such assistance as the Company may reasonably request. Neither the Company nor the Customer will initiate such an inquiry or proceeding (provided that the submission of this Contract to the Illinois Commerce Commission seeking approval of this Contract and any subsequent judicial proceeding relating thereto shall be deemed not be such an initiation) nor will either party otherwise seek to change any term hereof without the other party's consent. As used herein, the term "governmental authority" includes any Illinois (state or local) or federal governmental body, agency, commission, board or court exercising authority with respect to the making or performance of this Contract.

(c) The parties recognize that their ability to perform hereunder in accordance with the terms hereof is dependent upon the effectiveness of Rider 32 pursuant to which this Contract is filed, the approval of this Contract by the Illinois Commerce Commission, and the lack of any subsequent regulatory or judicial order disapproving this Contract. The Company shall, promptly after the execution of this Contract, seek such approval. If the Illinois Commerce Commission does not approve this Contract on or before May 15, 1998, this Contract shall be null and void unless extended by the written mutual agreement of the parties, which agreement will not be unreasonably withheld.

5. **Arbitration.** Any dispute, controversy or claim arising out of or in connection with or relating to this Contract or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration. The party calling for arbitration shall serve notice upon the other party in detail the question or questions to be arbitrated. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association before three arbitrators.

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(unless the Company and Customer agree to one arbitrator) designated by the American Arbitration Association. The arbitrators designated and acting under this Contract shall make their award in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. All arbitration proceedings hereunder shall be conducted in the City of Chicago. Such arbitration shall be concluded and the arbitrator's final order shall be issued within a reasonable period of time not to exceed six (6) months from the date of the demand for arbitration. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered by any court, state or federal, having jurisdiction, provided that to the extent the Illinois Commerce Commission has jurisdiction over the subject matter of the arbitration, the parties agree that the portion of the arbitrators' order which is subject to the jurisdiction of the Illinois Commerce Commission is subject to the approval of the Illinois Commerce Commission. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own employees, experts, evidence and counsel. The provisions of this Section 5 shall survive any termination of this Contract.

6. Notices.

(a) All notices, requests, demands, payments, and other communications, other than Notices of Curtailments, to be given or delivered under or by reason of this Contract or Rider 32, shall be in writing and shall be deemed to have been given when delivered personally or two weekdays after having been sent by registered or certified mail, or overnight courier, with postage or charges prepaid, return receipt requested. All notices under this Contract (other than invoices for amounts due the Company under this Contract) must be sent to the respective party at its address set forth below:

To the Company: Director of Rates
Commonwealth Edison
One First National Plaza
10 S. Dearborn
Chicago, Illinois 60603

with a copy to: Manager of Retail Services
Commonwealth Edison
One First National Plaza
10 S. Dearborn
Chicago, Illinois 60603

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To the Customer: Director of Property Management
Ameritech Illinois
11 S. LaSalle, 11th Floor
Chicago, Illinois 60606

with a copy to: Vice President and General Counsel
Ameritech Illinois
38th Floor
30 S. Wacker Drive
Chicago, Illinois 60606

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(b) All invoices for amounts due the Company under this Contract must be sent to the address specified below:

Ameritech Accounts Payable
311 W. Washington, 10th Floor
Chicago, Illinois 60606

(c) The address to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided. Notice shall be effective upon receipt.

7. General. This Contract (i) may be executed in multiple counterparts, each of which shall be deemed an original and which, taken together, shall be deemed to express the single agreement of the parties; (ii) shall not be altered or amended except by an instrument in writing executed by authorized representatives of the parties (except as otherwise provided in Exhibit A); (iii) constitutes the entire agreement and merges and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter of this Contract (including the Electric Service Contracts described on Exhibit A in column (12)); (iv) is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; (v) may not be assigned (nor may any rights hereunder be assigned) without the prior written consent of the other party; provided that neither party shall withhold its consent to any such assignment if its rights hereunder will not be adversely affected thereby; (vi) does not confer any rights upon any person other than the parties and their respective successors and permitted assigns; (vii) may be performed by the Company through the use of agents and subcontractors (but such use shall not relieve the Company of any obligation hereunder); and (viii) shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles. Any provision of this Contract which is prohibited or unenforceable in a specific situation in any jurisdiction shall not affect the validity or enforceability of: (a) that provision in another situation or in any other jurisdiction, or (b) the other provisions of this Contract if such other provisions could then continue to conform with the purposes of this Contract and the terms and requirements of applicable law. A waiver by either party of any default by the other party of this Contract shall not be deemed to be a continuing waiver or a waiver of any other provision of this Contract, but shall apply solely to the instance to which the waiver is

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directed. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of July 8, 1997.

FOR THE COMPANY:

FOR THE CUSTOMER:

John C. Bukovski
Accepted by: (Print Name)

David Kelleher
Accepted by: (Print Name)

John C. Bukovski 7/16/97
(Signature/Date)

David Kelleher 7-8-97 *DK*
(Signature/Date)

Vice President
Official Capacity

Director - Property Management Services
Official Capacity

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EXHIBIT A AUG 27 1997

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Electricity will be supplied at the following locations and approximate demand levels as follows:

Account #	Address	Rate	Riders	Thirty Minute Demand	Available Curtailable Load	Entering Voltage	Trans- formed to	Metering Voltage	Phase	Wire	Date of Previous Electric Service Contract
09094821658A	2940w Cortland Chicago	6T	7	332	332	13.2/12.7KV	277/480	277/480	3	4	5/1/95
03060412971A	641 N Dearborn, Chicago	6T	7	546	546	13.2/12.7KV	277/480	277/480	3	4	6/15/95
GK44JMT3325A	20 S. Orchard, Park Forest	6T		193	193	13.2/12.7KV	120/208	120/208	3	4	5/1/95
1055908338A	200 E Randolph LLA1 Chicago	6T	7	879	879	13.2/12.7KV	277/480	277/480	3	4	5/6/87
10052006946A	2211 S Wabash Chicago	6		318	318	13.2/12.7KV	120/208	120/208	3	4	3/1/95
28112024011A	6247 S Kilbourn Chicago	6		287	287	13.2/12.7KV	120/208	120/208	3	4	3/13/96
BH801A21572A	106 Eastman Arlington Heights	6T		616	616	13.2/12.7KV	277/480	277/480	3	4	5/15/95
BB01WM0979J	1325 Jones, Hoffman Estates	6T		386	386	13.2/12.7KV	277/480	277/480	3	4	6/22/95
BU79JK43438A	10 N Scott Arlington Heights	6	7, 25	497	497	13.2/12.7KV	277/480	277/480	3	4	5/6/87
GB77EJ09179A	18214 S. Dixie Hwy., Homewood	6T		181	181	13.2/12.7KV	277/480	277/480	3	4	5/1/95
AS25GN39806a	50 E Dundee Rd Wheeling	6		334	334	13.2/12.7KV	277/480	277/480	3	4	11/3/95
AM25HK29835A	2305 Sanders Rd, Northfield Brook	6L	6, 7	1209	1209	13.2/12.7KV	277/480	277/480	3	4	4/18/95
EK01NN25451A	20 N. Main St Lombard	6T	7	503	503	13.2/12.7KV	120/208	120/208	3	4	4/13/95
EK13GD25410A	444 Pennsylvania, Glen Ellyn	6T		181	181	13.2/12.7KV	120/208	120/208	3	4	5/15/95
4608033000A	1620w 99th St Chicago	6		310	310	13.2/12.7KV	120/208	120/208	3	4	1/1/76
19100533037A	3950 N Sawyer Chicago	6	7	351	351	13.2/12.7KV	120/208	120/208	3	4	10/18/95
19122433186A	3949 N Le Claire Chicago	6	7	310	310	13.2/12.7KV	120/208	120/208	3	4	10/18/95
36061033195A	233w 76th St	6T	7	639	639	13.2/12.7KV	120/208	120/208	3	4	10/16/86
16084512161A	2240-44w 37th St	6T	7	370	370	13.2/12.7KV	277/480	277/480	3	4	3/5/96
ES10AA39117A	1020 E. New York, Aurora	6T	7	151	151	13.2/12.7KV	120/208	120/208	3	4	4/27/96
EG05EF19946A	25w251 Ridgeland, Lisle Twp.	6T	7, 25	138	138	13.2/12.7KV	277/480	277/480	3	4	5/1/85
GF77IC17129A	1401 Deer Creek, Ford Heights	6T		100	100	13.2/12.7KV	120/208	120/208	3	4	5/9/95
Total				8,831 mW	8,831 mW						

From time to time, the Customer may, upon 60 days prior written notice to the Company, amend this Exhibit A to add or delete locations. Upon receipt of such Notice, the Company shall (I) amend this Exhibit A by adding (or deleting) the information in all columns of this Exhibit for such additional (or deleted) locations. All such additions or deletions shall be effective on the 60th day after receipt by the Company of the Customer's written notice (or such other date as the parties may otherwise agree); provided that (I) no such additions or deletions may become effective during the Curtailment Season (as defined in Rider 32 and (ii) any such addition or deletion requested 60 days prior to or during the Curtailment Season shall become effective on the later of (I) the October 1 following such request, or (ii) 60 days after receipt by the Company of the Customer's written notice (or such other date as the parties may otherwise agree).

EXHIBIT B

FACILITIES RENTAL SERVICE - RIDER 6

Ameritech-Ibl-#6715
2305 Sanders Road
Northfield Township, Illinois

Account #: AM25-HK-29835
SPS ID #: 93080212444130
SER #:
Contract Dated: 7-8-97

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of \$672.10 as described below:

1. Required Facilities:

4 - 2000-KVA-COMP RADIAL TRANS, 13200-277/480 V, PAD MOUNT	@ \$322.85	(KPO532000)	\$1,291.40
12 - 15KV - 200 AMPERES, CUTOUT, SMD-20	@ \$3.10	(1A4)	\$37.20
6 - 15 KV - INTERMEDIATE CLASS ARRESTER	@ \$1.30	(2B2)	\$7.80
6 - 10 KV - DISTRIBUTION CLASS ARRESTER	@ \$0.30	(2A4)	\$1.80
Total			\$1,338.20

2. Standard Facilities:

6 - 10 KV - DISTRIBUTION CLASS ARRESTER	@ \$0.30	(2A4)	\$1.80
6 - 15KV - 200 AMPERES, CUTOUT, SMD-20	@ \$3.10	(1A4)	\$18.60
2 - 2000-KVA-COMP RADIAL TRANS, 13200-277/480 V, PAD MOUNT	@ \$322.85	(KPO532000)	\$645.70
Total			\$666.10

3. Frozen Transformer Rental:

\$0.00

4. Monthly Equipment Rental:

(Item 1 minus Item 2 minus Item 3)

Total \$672.10

5. Capacitor Facilities:

0 KVAR @ \$0.12 \$0.00

6. Total Monthly Rental:

(Item 4 plus Item 5)

\$672.10

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of installation of the facilities; and whenever there is a change in facilities which requires a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

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EXHIBIT C
METER LEASE SERVICE

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$1.15.

1. Actual Metering Equipment

Monthly Rental

1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$6.00
1 - Recording Demand Register - electronic (R) @ \$9.40 ea	\$9.40
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$14.10

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Total (Item 1)..... \$28.50

2. Standard Metering Equipment

1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$6.00
1 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea	\$8.25
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$14.10

Total (Item 2)..... \$28.35

3. Total Monthly Rental Payable (Item 1 minus Item 2)..... \$1.15

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech

Address 2940 Cortland

Chicago

Dated 7-8-97

0909-48-21658

EXHIBIT C
METER LEASE SERVICE

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$7.75.

1. Actual Metering Equipment

Monthly Rental

1 - Three Phase, Self Contained, Class 100 & 200 watthour meters (H) @ \$2.90 ea	\$2.90
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$8.00 ea	\$8.00
1 - Demand Registers - mechanical or electronic (A) @ \$2.25 ea	\$2.25
1 - Recording Demand Register - electronic (R) @ \$9.40 ea	\$9.40
2 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea	\$2.50
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$14.10
2 - 480 Volt & under, over 2000A, indoor current transformers (D) @ \$5.45 ea	\$10.90

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Total (Item 1)..... \$48.05

2. Standard Metering Equipment

1 - Single Phase, Transformer Rated, Class 10 watthour meters (A) @ \$4.40 ea	\$4.40
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$8.00 ea	\$8.00
2 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea	\$16.50
2 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea	\$2.50
2 - 480 Volt & under, over 2000A, indoor current transformers (D) @ \$5.45 ea	\$10.90

Total (Item 2)..... \$40.30

3. Total Monthly Rental Payable (Item 1 minus Item 2)..... \$7.75

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech

Address 641 N. Dearborn

Chicago

Dated 7-8-97

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EXHIBIT C
METER LEASE SERVICE

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$60.15.

1. Actual Metering Equipment

Monthly Rental

3 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$18.00
3 - Recording Demand Register - electronic (R) @ \$9.40 ea	\$28.20
9 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$42.30

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SUSPENSION**

AUG 27 1997

BY COMMISSION ACTION

Total (Item 1)..... \$88.50

2. Standard Metering Equipment

1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$6.00
1 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea.....	\$8.25
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$14.10

Total (Item 2)..... \$28.35

3. Total Monthly Rental Payable (Item 1 minus Item 2)..... \$60.15

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech

Address 200 East Randolph

Chicago

Dated 7-8-97

0105-59-02338

EXHIBIT C
METER LEASE SERVICE

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$14.30.

1. Actual Metering Equipment

Monthly Rental

2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$12.00
2 - Recording Demand Register - electronic (R) @ \$9.40 ea	\$18.80
3 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea	\$3.75
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$14.10

**FILED WITHOUT
SUSPENSION**

AUG 27 1997

BY COMMISSION ACTION

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JUL 18 1997

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

2. Standard Metering Equipment

Total (Item 1)..... \$48.65

2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$12.00
2 - Demand Registers - mechanical or electronic (A) @ \$2.25 ea	\$4.50
3 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea	\$3.75
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$14.10

Total (Item 2)..... \$34.35

3. Total Monthly Rental Payable (Item 1 minus Item 2).....

\$14.30

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech # 6547

Address 10 N. Scott

Arlington Heights

Dated 7-8-97

bw79 jk 43438

P. 15/28

50568252 FAX NO. 2175284905

SEP-27-2000 WED 03:24 PM AMERITECH GOV. RELATIONS

EXHIBIT C

METER LEASE SERVICE

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$64.70.

1. Actual Metering Equipment

Monthly Rental

4 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$24.00
4 - Recording Demand Register - electronic (R) @ \$9.40 ea	\$37.60
2 - Data/Time Pulse Output - electronic register (W) @ \$2.85 ea	\$5.70
12 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$56.40

**FILED WITHOUT
SUSPENSION**

AUG 27 1997

BY COMMISSION ACTION

RECEIVED
JUL 18 1997

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Total (Item 1)..... \$123.70

2. Standard Metering Equipment

2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea	\$12.00
2 - Recording Demand Register - electronic (R) @ \$9.40 ea	\$18.80
6 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	\$28.20
4 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea	

Total (Item 2)..... \$59.00

3. Total Monthly Rental Payable (Item 1 minus Item 2)..... \$64.70

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name AMERITECH

Address 2305 SANDERS

NORTHFIELD

Dated 7-8-97

AM25 HK 29835

P. 16/26

FAX NO. 2175284905

SEP-27-2000 WED 03:24 PM AMERITECH GOV. RELATIONS

ELECTRONIC REPLICATION OF SHEET ON FILE WITH ICC
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**RIDER 32
CURTAILABLE SERVICE COOPERATIVE**

Applicable to Rate 6L and Rider CB

AVAILABILITY.

This rider is available to any Rate 6L customer and to any Rider CB participant (as defined in Rider CB) that signs the Commonwealth Edison Energy Cooperative Membership Agreement. A Rider CB participant may elect to have any or all of its accounts treated as one individual Member for service hereunder. Additionally, a Rate 6L customer that is part of a Rider CB participant may elect to receive individual service hereunder or to be included with the rest of the Rider CB participant. Service hereunder is not available to customers also taking service under Rate 18, nor in conjunction with Riders 26, 27, or 30. Service will not be provided hereunder if the customer uses the Company's firm service at another location to supply facilities used primarily as standby or back-up for facilities served hereunder.

For the initial term of contract, written application must be received by the Company with adequate lead time for the necessary equipment to be installed and to become fully operational prior to the beginning of the Curtailment Season.

PURPOSE.

The purpose of this rider is to defer the Company's need for additional capacity resources by reducing the Summer system peak load through prearranged voluntary customer load curtailment. This rider provides for billing credits to Rate 6L customers and Rider CB participants that have agreed individually, and as part of a group, to curtail the group's total electrical load upon notice by the Company.

COMMONWEALTH EDISON ENERGY COOPERATIVE.

The Commonwealth Edison Energy Cooperative (CEEC) is a group of the Company's Rate 6L customers and Rider CB participants that agree to curtail their electrical load when requested by the Company, as provided for within this rider. Membership in the CEEC is limited to Rate 6L customers and Rider CB participants taking service under this rider, and each Rate 6L customer and Rider CB participant taking service under this rider is a Member of the CEEC.

CUSTOMER'S CONTRACTED TARGET SERVICE LEVEL DURING CURTAILMENT.

For the contract, the Member shall specify a Target Service Level during Curtailment, which shall represent the level to or below which the Member will make reasonable efforts to reduce its demand during Curtailments.

*** ANNUAL CREDITS TO CEEC MEMBERS.**

The Company shall credit the Member's account for each year's participation in a single annual credit, to be applied no later than December 15 following the Curtailment Season. The Member shall receive credit for the kilowatts of its Member's Share of the CEEC Demand Reduction at the rate of: **\$35.00 per kilowatt.**

(Continued on Sheet No. 95.09.7)

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RIDER 32
CURTAILABLE SERVICE COOPERATIVE

(Continued from Sheet No. 95.09.6)

* **ANNUAL CREDITS TO CEEC MEMBERS (CONTINUED).**

In the event that there are no Curtailments requested by the Company during the Summer, the Member's Share of the CEEC Demand Reduction will be the kilowatt difference between the Member's Average Peak and the Member's Target Service Level during Curtailment.

GENERAL DEFINITIONS & CONDITIONS.

Curtail:

The reduction of demand by a Member or a group of Members pursuant to a Notice of Curtailment. Upon such request, the Member will make all reasonable efforts to reduce demand on the Company's system to the contracted Target Service Level during Curtailment subject to the conditions herein.

Curtailment:

The period during which the Company has requested the CEEC Members to reduce their electric demands to their individual Target Service Levels during Curtailment.

Curtailment Season:

The Curtailment Season (Season) is during the Summer between 10:00 a.m. and 8:00 p.m. on Weekdays, Monday through Friday. For purposes herein, Weekdays do not include the days on which Independence Day and Labor Day are commonly observed.

Frequency of Curtailments:

Members shall not be obligated to Curtail more frequently than three times in any five consecutive Weekday period. Should any request for Curtailment exceed three requests for Curtailment in any five Weekday period, Members will use their reasonable efforts to respond to a request for such Curtailments. Actual demand achieved during such Curtailments shall be disregarded for purposes of calculating CEEC's Demand Reduction, and any such Curtailment shall be counted as six hours toward the Maximum Hours of Curtailment.

Length of Curtailments:

Each Curtailment will last a minimum of two hours and a maximum of six hours. Any Curtailment lasting less than two hours will be counted as two hours toward the Maximum Hours of Curtailment.

Maximum Hours of Curtailment:

Curtailments shall be requested for a maximum of 120 hours in aggregate each year.

* **Member:**

A Rate 6L customer or a Rider CB participant taking service under this rider.

(Continued on Sheet No. 95.09.8)

ELECTRONIC REPLICATION OF SHEET ON FILE WITH ICC
- Font and Format May Vary - Content Is Identical -

RIDER 32
CURTAILABLE SERVICE COOPERATIVE

(Continued from Sheet No. 95.09.7)

GENERAL DEFINITIONS & CONDITIONS (CONTINUED).

Notice of Curtailment:

Using the monitoring/notification equipment, the Company will notify each Member not less than one hour prior to the beginning of each Curtailment.

Summer:

June 1 to September 30, inclusive.

Target Service Level during Curtailment:

The level of demand to which a Member contracts to reduce during a Curtailment.

CALCULATION DEFINITIONS, IN ORDER OF CALCULATION.

CEEC's Curtailment Demand: (A)

The maximum four hour running average of half hour total coincident demands of the CEEC Members during a Curtailment. For any Curtailment that is less than four hours in duration, this quantity will be disregarded.

CEEC's Actual Peak Demand: (B)

The highest total coincident half hour demand of all CEEC Members from noon to 5:00 p.m., weekdays during the Summer.

CEEC's Theoretical Peak Demand: (C)

The estimate of what the CEEC's Actual Peak Demand would have been if there had been no Curtailments during the Summer, as determined by the Company's Backcast Regression Model.

CEEC's Peak Demand: (D) = greater of (B) or (C)

The greater of the CEEC's Actual Peak Demand or the CEEC's Theoretical Peak Demand.

CEEC's Demand Reduction: (E) = (D) - (A)

CEEC's Peak Demand minus CEEC's Curtailment Demand for a Curtailment.

CEEC's Seasonal Average Demand Reduction: (F) = average of all (E)'s

The average of CEEC's Demand Reductions for all Curtailments of the Summer.

Member's Average Peak Demand: (G)

The average of the Member's four half hour demands which occur at the same time as the four highest total coincident half hour demands of the CEEC Members between the hours of 10:00 a.m. and 5:00 p.m., each on a separate Weekday, during the Curtailment Season.

(Continued on Sheet No. 95.09.9)

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**RIDER 32
CURTAILABLE SERVICE COOPERATIVE**

(Continued from Sheet No. 95.09.8)

CALCULATION DEFINITIONS, IN ORDER OF CALCULATION (CONTINUED).

Member's Curtailment Demand: (H)

The Member's average half hour demand during a Curtailment.

Member's Demand Reduction: (J) = (G) - (H)

The Member's Average Peak Demand minus the Member's Curtailment Demand, for a Curtailment.

Member's Seasonal Average Demand Reduction: (K) = average of all (J)'s

The average of the Member's Demand Reductions for all Curtailments of the Summer.

Group's Seasonal Average Demand Reduction: (L) = sum of all (K)'s

The sum of the Member's Seasonal Average Demand Reductions for all Members.

Member's Proportionate Share of the CEEC Demand Reduction: (M) = (K) / (L)

The ratio of the Member's Seasonal Average Demand Reduction to the Group's Seasonal Average Demand Reduction.

Member's Share of the CEEC Demand Reduction: (N) = (F) X (M)

The product of the Member's Proportionate Share of the CEEC Demand Reduction times the CEEC's Seasonal Average Demand Reduction.

SERVICE FACILITIES.

- * For a Rate 6L Member, the Company will furnish, own and maintain monitoring/notification equipment to be located on the Member's premises. Facilities to monitor more than eight meters will be provided under the applicable terms of Rider 6. The Member will furnish, install, own, and maintain low voltage wiring between the Company's revenue meters and the location of the monitoring equipment. Connection of the wiring to the meters and to the monitoring equipment will be made by the Company.
- * For a Rider CB Member, the Company will furnish, own, and maintain monitoring/notification equipment to be located at a single location at one of the Member's customer premises for the purposes of providing Notices of Curtailment to the Member and for monitoring the electric consumption at the Member's customer premises. The Company need not provide any Notices of Curtailment to any other location, and the Member shall have the sole and complete responsibility to transmit any notice received by it to its customer premises. The Member shall furnish, own, and maintain any communications equipment necessary to transmit meter data to the monitoring/notification equipment.

(Continued on Sheet No. 95.09.9.1)

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RIDER 32
CURTAILABLE SERVICE COOPERATIVE

*(Continued from Sheet No. 95.09.9)

SERVICE FACILITIES (CONTINUED).

- * The Member will provide the Company with a suitable location on the premises for the installation of the monitoring/notification equipment. This equipment, which may vary from time to time, together with any related software, shall remain the property of the Company, and shall be returned to the Company at the end of the contract term.
- * The Member will provide the Company with a dedicated telephone line from the monitoring/notification equipment to the Company's central monitoring/notification location.
- * The Member shall allow the Company's representatives access to the premises at which the monitoring/notification equipment is located during normal business hours, or such other times as the Company may reasonably request to install, inspect, maintain, and ultimately remove the monitoring/notification equipment.

CONTRACT PERIOD.

- * Each Member shall enter into a contract for service under this rider with an initial term of approximately five years. The initial contract will terminate on the December 31 following the fifth full Curtailment Season of the contract. Upon expiration of the initial or any renewal term of contract hereunder, the Member's contract shall be automatically renewed for a period of twelve months, unless written notification from the Member or the Company to terminate the contract is received at least thirty days in advance of the termination date.
- * After the Member's first full Curtailment Season, the Member or the Company may provide written notice of intent to discontinue service hereunder, with such service to discontinue outside a Curtailment Season. Subsequent to such notice, the Company will have three months to remove the special equipment for this rider. The Company may provide such notice only if the Member has consistently failed to make reasonable efforts at curtailment during the previous Season, and such Member shall be ineligible for service hereunder for a period of twenty-four months. If the Member provides such notice for early contract termination, the Member shall repay to the Company the following percentage of the cumulative credits earned by the Member prior to termination:

<u>Member Requested Service Termination</u>	<u>Repayment Percentage</u>
After 1st and before 2nd Curtailment Season	30%
After 2nd and before 3rd Curtailment Season	40%
After 3rd and before 4th Curtailment Season	30%
After 4th and before 5th Curtailment Season	20%
After 5th Curtailment Season	None

*(Continued on Sheet No. 95.09.9.2)

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RIDER 32
CURTAILABLE SERVICE COOPERATIVE

*(Continued from Sheet No. 95.09.9.1)

GENERAL.

- * The Company is entitled to expect the Member to Curtail at any time during the Curtailment Season upon proper notice and for any reason, including shortages of available capacity on the Company's system or to avoid serving interruptible/curtailable load from high cost generation or third party sources.

The Schedule of which this rider is a part includes certain general Terms and Conditions. Service hereunder is subject to these Terms and Conditions. Notice provisions contained herein shall not serve to modify the Company's rights contained in Terms and Conditions.

The Company shall not be liable for any damage or injury resulting from the intentional or unintentional curtailment of load served hereunder.

All notices, requests, demands, payments, and other communications, other than Notices of Curtailments, to be given or delivered under or by reason of this rider, shall be in writing and shall be deemed to have been given when delivered personally or two Weekdays after having been sent by registered or certified mail, or overnight courier, with postage or charges prepaid, return receipt requested.

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Central Illinois Light Company,)	
Central Illinois Public Service Company,)	
Commonwealth Edison Company, Illinois Power)	
Company, Interstate Power Company,)	
MidAmerican Energy Company, Mt. Carmel)	
Public Utility Co., South Beloit Water, Gas and)	
Electric Company, and Union Electric)	
Company,)	No. 98-0650
)	
Petitioners.)	
)	
Petition pursuant to Section 16-105 of the Public)	
Utilities Act for an order approving a portion of)	
each Petitioner's delivery services)	
implementation plan)	

RESPONSES TO THE COMMISSIONERS' DATA REQUESTS

Commonwealth Edison Company ("ComEd") hereby submits the information requested by the Commissioners of the Illinois Commerce Commission at the oral argument in this Docket on February 2, 1999.

Commissioner Kretschmer's Questions:

Q1. *A copy of all nonresidential tariffs that require the customer to enter a contract with a fixed termination date.*

A1. Enclosed are copies of ComEd's nonresidential tariffs that impose a fixed contract term on the customer. These tariffs include Rates 6, 6L, 18, 23, 24, 25, 26, ST, CS, RTP, and HEP and Riders 19, 27, 30, 32, and GCB. The termination dates vary from 12 months to 60 months. However, while the tariffs state the terms of the contract and impose fixed termination dates, not all customers served under these tariffs are required to sign separate written contracts.

Q2. *An estimate of how many nonresidential customers take service under tariffs that require entry into a contract and how many do not require entry into a contract.*

A2. As of July 31, 1998, approximately 305,000 customers (i.e., all of ComEd's nonresidential customers) are taking service under the tariffs listed in Response 1. However, as noted above, not all customers served under these tariffs are required to sign separate written contracts. It is estimated that of the 305,000 customers, less than 20% of them have separate written contracts with ComEd.

Q3. *An estimate of the total kilowatt hour sales to customers with and without such contracts.*

A3.	<u>Number of customers</u>	<u>Annual kilowatt hour</u>
	Nonresidential 305,000	56,985,520,000

Q4. *For each tariff requiring a contract, the company's position on whether or not they will allow customers that still have time remaining on their contracts to take delivery services on October 1st.*

A4. Except as noted below, ComEd will allow customers that are eligible to take delivery service on October 1, 1999, to terminate service under their otherwise applicable rate or contract for tariffs of general applicability regardless of the termination date of their tariff contract. The approximately 50 customers taking service under the terms of customer-specific contracts or under long-term Rate RTP contracts will be expected to honor the termination provisions in such contracts, except as otherwise mutually agreed by both parties.

Q5. *If the company will allow such customers to take delivery services, under what conditions.*

A5. See ComEd's response to Question 4.

Commissioner Harvill's Questions:

Q1. *How many special contract customers does your utility currently serve?*

A1. The Company serves 53 customers under the terms of customer-specific electric service contracts, including customers taking service under the terms of Rate RTP.

Q2. *How many tariff contract customers does your utility currently serve, and under what rate classifications?*

A2. The Company has approximately 305,000 nonresidential tariff contract customers:

Rate 6 - General Service	300,600
Rate 6L - Large General Service	1,700
Rate 23 - Municipal Street Lighting	650
Rate 24 - Water -Supply and Sewage Pumping Service	600
Rate 25 - Street, Highway and Traffic Signal Lighting	1,650

Please see ComEd's responses to Commissioner Kretschmer's Questions 1 and 2 for additional information on ComEd's tariff contracts.

Q3. *How many of the customers [that] would qualify for delivery services under 16-104 are currently taking service under a billing experiment (i.e. how many nonresidential customers are currently taking service under billing experiments)?*

A3. The approximate numbers of customers that are currently taking service under the currently effective billing or pricing experiments are as follows:

Affinity Group Billing Experiment - 4,600 customers / 760 owning entities
Student Power 2000 Pricing Experiment - 1,500 customers
Consolidated Billing Experiment - 1,350 customers / 30 owning entities

However, none of the billing experiments preclude participants from accepting an offer of delivery services. The guidelines approved by the Commission in Docket No. 98-0650 will determine which of these customers will be eligible for delivery service on October 1, 1999.

Q4. *Of each of these groups of customers, how many special contracts, tariff contracts, or billing experiments expire between October 1st, 1999 and December 31st, 2000?*

A4. The approximate number of customers in each of these groups with contracts expiring between October 1, 1999 and December 31, 2000 are as follows:

- a) Customer-Specific Electric Service Contracts - 13
- b) Tariff contracts - unknown
- c) None of the currently effective billing or pricing experiments expire during this period. However, as noted in response to Question 3, participation in the billing or pricing experiments does not prohibit participants from electing delivery service under 16-104.

Q5. *Of each of these groups of customers, how many special contracts, tariff contracts, or billing experiments expire after December 31st, 2000?*

A5. The approximate number of customers in each of these groups with contracts expiring after December 31, 2000 are as follows:

- a) Customer-Specific Electric Service Contracts - 27
- b) Tariff contracts - unknown
- c) Currently effective billing or pricing experiments - 3

Questions 6 - 9 are being answered in the specific context of the 9.5 MW, 10 site common ownership group category in accordance with Section 16-104(a)(ii) of the Public Utilities Act.

Q6. *How many nonresidential customers does [your utility] serve?*

A6. ComEd serves approximately 305,000 nonresidential customers. ComEd does not know the exact number of nonresidential customers it serves that have combined loads in excess of 9.5 MW at 10 or more locations. Often individual premises, while owned by a single corporate entity, are listed under different names. There is no requirement that a customer provide its corporate affiliations to ComEd. However, at this time ComEd estimates that approximately 55 groups of customers representing 1,850 MW of load would fall in this category.

Q7. *As defined in the joint utility guidelines, how many of those customers would be defined as commercial customers?*

A7. The Company estimates that approximately 50 groups of customers representing 1,750 MW of load would be defined as commercial customers under the definition in the joint utility guidelines.

Q8. *As defined by Blackhawk, et al., how many would be defined as commercial customers?*

A8. As defined by Blackhawk, et al., all non-residential customers that have a combined load in excess of 9.5 MW at 10 or more locations would be defined as commercial customers. The Company estimates that all of the approximately 55 groups of customers representing 1,850 MW of load would be defined as commercial customers under this definition.

Q9. *As defined by the SIC code based EEI definition , how many would be defined as commercial customers?*

A9. The Company estimates that approximately 50 groups of customers representing 1,750 MW of load would be defined as commercial customers under the EEI definition.

D

EXHIBIT D
CONFIDENTIAL & PROPRIETARY

Exhibit 1.7

November 1, 1999

Del Hudson
Account Manager
Commonwealth Edison
1919 Swift Drive
Oak Brook, IL 60523

Mr. Hudson,

Ameritech requests the Customer Transition Charge (CTC) for the attached accounts. The accounts are part of a "customer specific electric service contract" and are subject to a custom CTC calculation according to the "Rate CTC - Customer Transition Charge" Commonwealth Edison tariff effective October 1, 1999.

The electric service contract was entered into by Commonwealth Edison and Ameritech on July 16, 1997 and was filed with the Illinois Commerce Commission on July 18, 1997.

Due to the rapidly changing energy market, we would like this information as soon as possible or by November 4, 1999, whichever comes first.

Sincerely,

Jim Karrels
Regional Infrastructure Manager

NOV 08 1999 15:25 FR CSC-RIVERWOOD

414 523 5223 TO 92744065

P.02/03

Commonwealth Edison Company
One First National Plaza
P.O. Box 767
Chicago, IL 60690-0767

Exhibit 1.8

ComEd

November 3, 1999

Mr. Jim Karrels
Regional Infrastructure Manager
Ameritech Property Services
N17W24300 Riverwood Drive
Waukesha, WI 53188

Mr. Karrels:

Your letter dated November 1, 1999, addressed to Mr. Del Hudson requesting customer-specific CTC calculations for accounts served under the contract between Commonwealth Edison and Ameritech dated July 16, 1997, has been received.

This electric service contract does not contain charges for electric service specific to the Ameritech locations served under the contract. Rather, this contract makes Rider 32 - Curtailable Service Cooperative, available to locations served under Rate 6 and allows for a single point of notification for Rider 32 curtailment information. The charges for electric service paid by all locations served under the contract are not customer-specific. Rather, the electric service charges are the same as those paid by any customer electing the same electric service rates. Thus, customer-specific CTCs for customers with Customer-specific Electric Service Contracts, referred to on Original Sheet No. 137 of Rate CTC - Customer Transition Charge, are not appropriate for these Ameritech locations. Customer-specific CTCs are appropriate only for those individual Ameritech locations which have electrical demands (average of six highest in the three-year period ending June 30, 1999) equal to or greater than 3,000 kilowatts. Consequently, except for those Ameritech accounts that qualify for customer-specific CTCs by virtue of meeting the 3,000 kW criterion, the appropriate customer-class CTC will apply to each Ameritech account served under the contract referenced above.

If you have any further questions, please contact Mr. Timothy McInerney at (312) 394-3094.

Sincerely,

Lawrence S. Alongi

Lawrence S. Alongi
Director of Rates

LSA:TFM:amm

cc: Mr. Del Hudson (ComEd)

312 960 9520